

EARLY RETIREMENT AND SEPARATION AGREEMENT

NOW ON THIS 8th day of July, 2013, the Urbandale Community School District, hereinafter referred to as "Urbandale," and Richard Hutchinson, employed by Urbandale as a certified administrator, hereinafter referred to as "Hutchinson," enter into the following Agreement:

WHEREAS, Urbandale has continuously employed Hutchinson as an administrator since the 2003-2003 school year, and

WHEREAS, there is currently in force and effect a "Contract with Administrator" for the 2012-2013 year that is continuing in nature providing for employment of Hutchinson, and, further, for salary and benefits as well as other provisions, and

WHEREAS, Hutchinson has made a proposal to Urbandale concerning early retirement, resignation and employment resolution, and

WHEREAS, all parties herein wish to come to a full and complete agreement resolving all issues and procedures, existing or threatened,

IT IS THEREFORE AGREED AS FOLLOWS:

1. Upon the execution of this Agreement by all parties, including the Board of Directors of Urbandale, Hutchinson shall no longer perform his duties as an administrator. Hutchinson will be released from all further duty. Further Hutchinson shall have any applicable rights of conversion for dental, life and disability insurance to which any other employee ceasing his employment with Urbandale is otherwise entitled.

2. Urbandale will contribute the cost for Hutchinson to continue his family health

insurance coverage through June 30, 2014 pursuant to COBRA, unless he otherwise obtains coverage of equal quality at no cost to him.

3. Early Retirement Payments

a. Beginning July 20, 2013, Hutchinson shall receive the gross amount of \$9,928.95 per month, paid on the regular paydays, for a period of eight months as an early retirement payment. Urbandale shall withhold income taxes and social security as though said payment were wages. Pursuant to Chapter 97B, Code of Iowa (2011), the monthly payments shall not be considered wages for IPERS.

b. On July 20, 2013, Hutchinson shall be paid for 10 days of unused vacation from the 2012-2013 school year. No other vacation or benefit payments shall be made for the 2013-2014 year except as specified in this agreement.

c. On or before July 31, 2013, Urbandale shall pay the sum of \$39,715.00 to the Newkirk law firm for its assistance in developing this early retirement agreement.

4. Hutchinson is free to pursue any and all other employment, without restriction and the early retirement payments provided for in this agreement are not contingent upon his employment status.

5. No further documentary evidence will be required of Hutchinson concerning his continued employment, his resignation and/or employment resolution except as provided in this agreement.

6. Except as provided in this agreement, Urbandale and Hutchinson further agree that neither Hutchinson nor the directors or administrators of Urbandale will make any written or verbal comment concerning the resignation and retirement of Hutchinson. Urbandale directors and

administrators may provide comments if requested by Hutchinson. Urbandale agrees that any inquiry concerning the employment of Hutchinson shall be responded to by the identification of him as a high school principal from the commencement of the 2002-2003 school year through and including the conclusion of the 2012-13 school year and comments consistent with the content of Exhibit A attached hereto. Urbandale and its directors agree that any written response on behalf of Urbandale to inquiry concerning the employment of Hutchinson shall be in the form of Exhibit A, which shall become a part of the official administrative personnel file of Hutchinson. Urbandale agrees, upon the approval and execution of this Agreement, that the Superintendent of Urbandale shall execute and deliver to Hutchinson, or his representative, an original copy of the attached Exhibit A, signed by the Superintendent for use by Hutchinson, as he deems appropriate.

The parties agree that the acceptance of the resignation of Hutchinson, effective July 8, 2013, and as reflected by Exhibit B attached hereto may be in an open session of a meeting of the Board of Directors of Urbandale.

The parties further agree that, following the closed or executive session requested by Hutchinson, for the consideration of this Agreement by the Board of Directors of Urbandale, this Agreement, if approved by all parties, may become public record and, further, that Urbandale may issue a public statement, as set forth in attached Exhibit C.

7. Except as hereinafter provided, the parties, being Urbandale and Hutchinson, mutually agree to release, acquit and forever discharge each other from any and all claims that either of them have or may have against the other, as of the date of the approval and execution of this Agreement. Hutchinson agrees to and does hereby release Urbandale, as well as its current or former agents, officers, directors, and employees from all claims, charges, causes of action or other liabilities

(hereinafter collectively "claims"), accrued or arising to and including the date of this agreement, whether in contract or tort, known or unknown, arising out of or relating in any way to his employment and termination of employment with Urbandale, including, but not limited to, claims for wrongful discharge, wages and benefits, and breach of contract; or for violation of policies of the Board of Directors of Urbandale, the provisions of Title VII of the Civil Rights Act of 1964, the provisions of Chapter 216 of the Code of Iowa (2011), the Age Discrimination and Employment Act of 1987 (ADEA), the Older Workers Benefit Protection Act of 1990, The Equal Pay Act, The Americans With Disabilities Act (ADA), Chapter 279 of the Code of Iowa (2011); and any other claims under federal, state or local law. The exception to this mutual release shall be enforcement of the terms and conditions of this Agreement and the ongoing obligation on the part of Urbandale, pursuant to Chapter 670 of the Code of Iowa (2013), to defend Hutchinson and to save him harmless and indemnify him from any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment or duties.

The parties further agree that they will, subsequent to the execution of this Agreement by all parties, execute and deliver to one another any and all documents required to effect the mutual releases herein described.

8. On July 1, 2014, Hutchinson shall have the ability to continue personal coverage under the existing policy of group health insurance in force and effect between Urbandale and its carrier covering individuals such as Hutchinson, for the remaining period of COBRA continuation if he is otherwise eligible.

9. Hutchinson specifically requests, by his approval and execution of this Agreement, that

the Board of Directors of Urbandale consider this Agreement in the context of a closed or executive session, which Hutchinson does specifically herein request, pursuant to Section 21.5(1)(i), Code of Iowa (2013), said closed or executive session being specifically provided for in said section, as well as under subsection 21.5(1)(c); the parties further agree that the terms and conditions of this Agreement shall be a public document as defined and provided for in Section 22.1(3), Code of Iowa (2013).

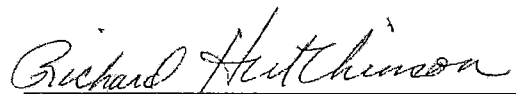
10. The parties agree that there is no other promise, provision, representation or warranty, express or implied, not set forth in this Agreement, which shall bind any party hereto or be deemed any part of this Agreement.

DATED this 8th day of July, 2013, at Urbandale, Iowa.

URBANDALE COMMUNITY SCHOOL
DISTRICT

RICHARD HUTCHINSON

By _____
Adam Obrecht, President
Board of Directors


Richard Hutchinson

July 8, 2013

To Whom It May Concern:

Please accept this letter of reference on behalf of Mr. Richard Hutchinson.

Mr. Hutchinson served as principal at Urbandale High School from the 2002-03 school year through the end of the 2012-13 school year. During his eleven year tenure he demonstrated many positive professional qualities which are highlighted in his evaluations. I would, however, emphasize several key points about his tenure at Urbandale.

In a school that has become increasingly diverse, Mr. Hutchinson related extremely well to students of all ethnic backgrounds and showed a genuine interest in the students' academic and personal success. At the same time he successfully established a climate in which students felt safe and where discipline was well respected. He was capable of being friendly with students without lowering the standards that he expected them to maintain.

Mr. Hutchinson provided supervision and support to students in their co- and extra-curricular activities by regularly attending high school events. Spending this extra time demonstrated the importance of those activities to students and showed a commitment by the high school administration to make those events a meaningful part of the educational experience.

Mr. Hutchinson successfully oversaw a multiple-year construction project transitioning to a new high school building. This project required organizational and scheduling leadership which Mr. Hutchinson ably demonstrated. He managed to maintain a positive environment for students and staff despite the inconveniences created by the construction work.

Finally, Mr. Hutchinson was a well-liked member of the district's administrative team. He took both criticism and positive feedback to heart, and consistently worked to improve both his performance and the experience for Urbandale students.

Sincerely,

Dr. Doug Stilwell

EXHIBIT B

July 8, 2013

Adam Obrecht, President, Board of Directors, and
Dr. Doug Stilwell, Superintendent
Urbandale Community School District
Urbandale, Iowa 50322

Dear President Obrecht, Board of Directors, and Dr. Stilwell:

Members of the Board and Dr. Stilwell, I would like to take this opportunity to thank the Urbandale community for allowing me to serve as Principal of the Urbandale High School over the past eleven years. To be in a position to help thousands of young adults at a time in their lives that is so critical has been so exciting for me.

I am at the point in my career where I have some difficult decisions to make. I want to continue my quest to be a lifetime learner by continuing my education. I also have some health issues that I must get a handle on, and am dealing with the fact that both my wife and I have ailing parents. I am at a crossroads.

With these difficult personnel challenges and with the challenge and importance of being an effective high school administrator, I don't believe I can do both at the level they deserve. Therefore, I must regretfully resign my position as Principal of the Urbandale High School effective immediately.

I cannot even begin to explain what an honor it has been, and I look forward to the Board and Superintendent continuing the process of improvement that Urbandale has always shown.

Sincerely,

Richard Hutchinson

EXHIBIT C

**PUBLIC STATEMENT REGARDING THE RESIGNATION
OF RICHARD HUTCHINSON**

The Board of Directors of the Urbandale Community School District have accepted the resignation and early retirement of High School Principal, Richard Hutchinson, effective immediately. Mr. Hutchinson worked actively for the school district for eleven years and led the high school during the construction of the new building.

The Board of Directors extends its appreciation to Mr. Hutchinson for his years of service.

Adam Obrecht, Board President